

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFANM-10-R-00075	NEGOTIATED (RFO)	April 1, 2010	1 of 43

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WA-10-03023	6. PROJECT NO. N/A
7. ISSUED BY <b>DOT/FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT BRANCH - ANM 52 1601 LIND AVE SW RENTON, WA 98057</b>		8. ADDRESS OFFER TO <b>FEDERAL AVIATION ADMINISTRATION ALEX SEGUIN, ANM-52 1601 LIND AVE SW RENTON, WA 98057</b>
9. FOR INFORMATION CALL: ➡	A. NAME ALEX SEGUIN	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2687
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):		

-CONSTRUCTION SPECIFICATIONS, PROVO ATCBI-6 PROJECT, 100% Final Documents, AIR TRAFFIC CONTROL BEACON INTERROGATOR SYSTEM (ATCBI SYSTEM), MARCH 2010

-ESTABLISH AIR TRAFFIC CONTROL BEACON INTERROGATOR-6 (ATCBI-6), PROVO MUNICIPAL AIRPORT, PROVO, UTAH, 1005 FINAL DOCUMENT, 03/05/2010

11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>140</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  14
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>three (3)</u> copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time <u>04/29/2010</u> (date): Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	

**OFFER (Must be fully completed by offeror)**

DTFANM-10-R-00075

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡

Materials \$ \_\_\_\_\_ Labor \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	(Type or print)	20B. SIGNATURE	20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	ITEM
25. RESERVED.	
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in _____		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY	31C. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the Construction of an ATCBI-6 at Provo Municipal Airport in Provo, Utah, in accordance with the specifications, drawings, contract clauses, and wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total</u>
001	Construction of an ATCBI-6 at Provo Municipal Airport	1 JOB	\$ _____

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.*

**B002. CONTRACTOR'S BREAKDOWN:** Provide a breakdown for your offer according to the specification section 01 01 00-2, 1.2.C. Identify an amount for: demolition, site preparation/ATCBI-6 facility, antenna tower erection, ductbanks, and ATCT PARROT antenna.

**B003. BID GUARANTEE**

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—
  - (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
  - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) **The amount of the bid guarantee shall be 20 percent of the bid price.**

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 14 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**B003. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage.
- **Builder's Risk. Coverage of at least \$250,000.00 shall be required due to the GFE provided.**

**B004. SMALL BUSINESS.** Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **236210, Industrial Building Construction.**

**THE ESTIMATED PRICE RANGE FOR THIS PROJECT IS BETWEEN \$1,000,000 AND \$2,000,000.**

**PART I - SECTION C**  
**SCOPE OF WORK**

*See attached Specification under Section J.*

**PART I - SECTION D**  
**PACKAGING AND MARKING**

*Not applicable.*

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

### 3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-1 Contractor Inspection Requirements (April 1996)**  
**3.10.4-10 Inspection of Construction (July 2001)**

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

### 3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

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3.2.2.3-42	Differing Site Conditions (July 2004)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45	Material and Workmanship (July 2004)
3.2.2.3-46	Supervising the Contract Work (July 2004)
3.2.2.3-47	Permits and Responsibilities (July 2004)
3.2.2.3-48	Other Contracts (February 2009)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-56	Schedules for Construction Contracts (July 2004)
3.2.2.3-57	Quantity Surveys (July 2004)
3.2.2.3-58	Layout of Work (February 2009)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.3-68	Safety and Health (July 2004)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-11	Government Delay of Work (April 1996)

**3.2.2.3-44** **Physical Data** (July 2004)

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

- (a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by various methods.

- (b) Other relevant information: none.

(End of clause)

### 3.2.2.3-71 Starting, Performing and Completing Work (July 2004)

The Contractor (you) must



- (a) begin work under this contract within seven (14) calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 140 calendar following NTP. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

### 3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

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### 3.2.2.3-62 Preconstruction Conference (July 2004)

**3.2.2.3-66 Contractor's Daily Log (July 2004)**

### 3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H001. APPLICABLE MINIMUM HOURLY RATES OF WAGES**

- (a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed.
- (b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.
- (c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: THE DAVIS BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). SEE SECTION J, GENERAL WAGE DECISION NO. [UT20100060](#), 03/12/2010, UT60, IS THE APPLICABLE WAGE RATE FOR THE WORK PERFORMED, BY COUNTY, IN THE STATE OF UTAH.

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

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<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b> (August 1997)
<b>3.2.2.3-8</b>	<b>Audit and Records</b> (February 2009)
<b>3.2.2.3-33</b>	<b>Order of Precedence</b> (February 2009)
<b>3.2.2.3-40</b>	<b>Precontract Costs</b> (July 2004)
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (February 2009)
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b> (April 2008)
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b> (April 1996)
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b> (January 1999)
<b>3.2.5-4</b>	<b>Contingent Fees</b> (October 1996)
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b> (October 1996)
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
<b>3.3.1-2</b>	<b>Payments under Fixed-Price Construction Contracts</b> (April 1996)
<b>3.3.1-9</b>	<b>Interest</b> (January 2008)
<b>3.3.1-15</b>	<b>Assignment of Claims</b> (April 1996)
<b>3.3.1-19</b>	<b>Prompt Payment for Construction Contracts</b> (January 2003)
<b>3.3.1-31</b>	<b>Progress Payments</b> (November 2000)
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (February 2009)
<b>3.3.2-1</b>	<b>FAA Cost Principles</b> (October 1996)
<b>3.4.1-1</b>	<b>Proposal Guarantee</b> (April 1996)
<b>3.4.1-4</b>	<b>Performance Bond Requirements</b> (April 1996)
<b>3.4.1-5</b>	<b>Payment Bond Requirements</b> (April 1996)
<b>3.4.1-6</b>	<b>Additional Bond Security</b> (April 1996)
<b>3.4.1-7</b>	<b>Notice to Proceed</b> (April 1996)
<b>3.4.1-10</b>	<b>Insurance - Work on a Government Installation</b> (July 1996)
<b>3.4.2-6</b>	<b>Taxes - Contracts Performed in U.S. Possessions or Puerto Rico</b> (October 1996)
<b>3.4.2-8</b>	<b>Federal, State, and Local Taxes - Fixed Price Contract</b> (April 1996)
<b>3.6.1-8</b>	<b>Notification of Competition Limited to Eligible SEDB Concerns</b> (April 2000)
<b>3.6.1-3</b>	<b>Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns</b> (February 2009)
<b>3.6.2-1</b>	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (September 2003)
<b>3.6.2-2</b>	<b>Convict Labor</b> (April 1996)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)

<b>3.6.2-12</b>	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans</b> (April 2007)
<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities</b> (April 2000)
<b>3.6.2-16</b>	<b>Notice to the Government of Labor Disputes</b> (April 1996)
<b>3.6.2-18</b>	<b>Davis Bacon Act</b> (May 2009)
<b>3.6.2-19</b>	<b>Withholding-Labor Violations</b> (April 1996)
<b>3.6.2-20</b>	<b>Payrolls and Basic Records</b> (June 1999)
<b>3.6.2-21</b>	<b>Apprentices, Trainees, and Helpers</b> (April 1996)
<b>3.6.2-22</b>	<b>Subcontracts (Labor Standards)</b> (April 1996)
<b>3.6.2-23</b>	<b>Certification of Eligibility</b> (April 1996)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.6.3-2</b>	<b>Reserved</b> (April 2009)
<b>3.6.3-11</b>	<b>Toxic Chemical Release Reporting</b> (April 2008)
<b>3.6.3-13</b>	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-14</b>	<b>Use Of Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-16</b>	<b>Drug Free Workplace</b> (February 2009)
<b>3.6.4-3</b>	<b>Buy American Act - Construction Materials</b> (July 1996)
<b>3.6.4-5</b>	<b>Buy American - Steel and Manufactured Products</b> (July 1996)
<b>3.6.4-10</b>	<b>Restrictions on Certain Foreign Purchases</b> (April 1996)
<b>3.9.1-1</b>	<b>Contract Disputes</b> (November 2002)
<b>3.9.1-2</b>	<b>Protest After Award</b> (August 1997)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-15</b>	<b>Changes-Construction, Dismantling, Demolition, or Removal of Improvements</b> (July 1996)
<b>3.10.1-16</b>	<b>Changes and Changed Conditions</b> (April 1996)
<b>3.10.1-20</b>	<b>Warranty-Construction</b> (April 1996)
<b>3.10.1-25</b>	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
<b>3.10.2-1</b>	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
<b>3.10.4-23</b>	<b>Contractor and Subcontractor Compliance with Fastener Act</b> (November 1997)
<b>3.10.6-6</b>	<b>Default (Fixed Price Construction)</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (January 1999)

### **3.3.1-33 Central Contractor Registration** (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract,

but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;  
 (B) comply with the requirements of T3.10.1.A-8; and  
 (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.2-14                      Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100.'

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity

Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

### **3.6.2-24**

### **Affirmative Action Compliance Requirements for Construction**

(November 1997)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 19.6 percent

Goals for female participation: 6.9 percent

Compliance with the goals will be measured against the total work hours performed.



(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)**

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

## NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, NW  
Washington, D.C. 20570  
1-866-667-6572  
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlrb.gov](http://www.nlrb.gov).

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

### 3.6.2-40

### Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

### **3.6.3-12 Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement with final invoice, indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.10.1-19 Modification Cost Proposal - Price Breakdown (Construction) (April 1996)**

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

### PART III - SECTION J LIST OF ATTACHMENTS

*Specification.....Construction Specification, March 2010*

*Plans.....Construction Plans, 03/05/2010*

*Davis Bacon Wage Rates.....(See Below)*

GENERAL DECISION: UT20100060 03/12/2010 UT60

Date: March 12, 2010

General Decision Number: UT20100060 03/12/2010

Superseded General Decision Number: UT20080060

State: Utah

Construction Type: Heavy

County: Utah County in Utah.

Including Water and Sewer line and Natural Gas Pipeline  
Construction

Modification Number	Publication Date
0	03/12/2010

ENGI0003-021 07/01/2009

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(2a) Blade/Grader.....	\$ 25.05	12.40
(3) Front End Loader (Over 5 cu. yds.).....	\$ 24.53	12.40
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper.....	\$ 23.53	12.40
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.).....	\$ 22.53	12.40
(6) Screed.....	\$ 21.57	12.40
(7) Roller(Dirt and Grade Compaction).....	\$ 20.66	12.40

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\* ENGI0003-057 02/02/2010

Natural Gas Pipeline Construction Only

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

Backhoe/Excavator/Trackhoe, Boom, Bulldozer, Front End Loader(3 yds. and over) Mechanic.....	\$ 35.10	12.49
Front End Loader (Under 3 Yds.).....	\$ 28.88	10.74
Oiler.....	\$ 20.62	9.37

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ENGI0003-066 07/01/2009

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Mechanic.....	\$ 26.71	12.40
(3) Backhoe/Excavator.....	\$ 24.53	12.40
(4) Bulldozer.....	\$ 23.53	12.40
(5) Oiler.....	\$ 22.53	12.40

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IRON0027-002 07/01/2009

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, Structural).....	\$ 26.61	11.60

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LABO0295-022 11/01/2007

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER		
Common or General, Flagger and Pipelayer.....	\$ 17.61	4.94
Formworker.....	\$ 18.61	4.94

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LABO0295-039 07/01/2008

	Rates	Fringes
LABORER		
(1) Flagger-Excluding Natural Gas Pipeline.....	\$ 19.69	5.40
(3) Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw.....	\$ 19.95	5.40
(5) Hand Held Drill.....	\$ 20.75	5.40

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SUUT2008-042 08/19/2008

	Rates	Fringes
CARPENTER, Including Form Work (Excluding Natural Gas		

Pipeline Construction Form Work).....	\$ 12.21	0.45
CEMENT MASON/CONCRETE FINISHER...	\$ 16.42	2.85
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.02	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
OPERATOR: Backhoe/Trackhoe (Water and Sewer Line Only).....	\$ 17.41	5.28
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TEAM0222-020 11/01/2007		

## NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 27.14	8.74
Group 2:		
A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 26.68	8.74
Group 3:		
Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy,		



or similar type  
 equipment, Team Driver,  
 Water Truck (2 and 3 axle).\$ 26.39 8.74

Premium Pay:

Add \$1.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic  
 Group 2: Stringer Truck

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 TEAM0222-021 07/01/2008

EXCLUDING NATURAL GAS PIPELINE CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 20.73	8.43
TRUCK DRIVER (Concrete Pumping).....	\$ 18.39	8.43
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 18.16	8.43
8 cu. yds. to less than 14 cu. yds.....	\$ 18.31	8.43
14 cu. yds. to less than 35 cu. yds.....	\$ 18.46	8.43
35 cu. yds. to less than 55 cu. yds.....	\$ 18.66	8.43
55 cu. yds. to less than 75 cu. yds.....	\$ 18.86	8.43
75 cu. yds. to less than 95 cu. yds.....	\$ 19.06	8.43
95 cu. yds. to less than 105 cu. yds.....	\$ 19.26	8.43
105 cu. yds. to less than 130 cu. yds.....	\$ 19.38	8.43
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 18.06	8.43
10 tons to less than 15 tons.....	\$ 18.21	8.43
15 tons to less than 20 tons.....	\$ 18.31	8.43
20 tons and over.....	\$ 18.46	8.43
Pickup Truck.....	\$ 17.99	8.43
TRUCK DRIVER (Lowboy).....	\$ 21.238	8.43
TRUCK DRIVER (Oil Spreader).....	\$ 18.86	8.43
TRUCK DRIVER (Tiremen and Greaser).....	\$ 18.56	8.43
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 18.39	8.43
Over 8 cu. yds. to 14 cu. yds.....	\$ 18.49	8.43
TRUCK DRIVER (Water, Fuel & Oil Tank)		

less than 1,200 gal.....\$ 18.04	8.43
1,200 gal. to less than	
2,500 gal.....\$ 18.16	8.43
2,500 gal. to less than	
4,000 gal.....\$ 18.31	8.43
4,000 gal. to less than	
6,000 gal.....\$ 18.61	8.43
6,000 gal. to less than	
10,000 gal.....\$ 18.86	8.43
10,000 gal. to less than	
15,000 gal.....\$ 19.11	8.43
15,000 gal. to less than	
20,000 gal.....\$ 18.36	8.43
20,000 gal. to less than	
25,000 gal.....\$ 19.71	8.43
25,000 gal. and over.....\$ 19.86	8.43

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the  
classifications listed may be added after award only as  
provided in the labor  
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates  
listed under the  
identifier do not reflect collectively bargained wage and  
fringe benefit  
rates. Other designations indicate unions whose rates have  
been determined  
to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage  
determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries  
of surveys, should be with the Wage and Hour Regional Office

for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### 3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

### 3.2.5-2 Independent Price Determination (October 1996)

### 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

### 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.

(country)

(End of provision)

### **3.2.2.3-15 Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

### **3.2.2.3-22 Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

### **3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.



(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)**  
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-5 Certification of Nonsegregated Facilities** (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

## NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

### **3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### **3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies

that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

### **3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)**

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

### **3.6.4-18 Certification Regarding Steel and Manufactured Products (April 2009)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

[Check one]

☐ The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

☐ The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States

(End of provision)

**BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
7. Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
8. (A) YEARS THE FIRM HAS BEEN IN BUSINESS: \_\_\_\_\_ (B) NO. OF EMPLOYEES \_\_\_\_\_
9. TYPE OF OWNERSHIP: ☐ A. SOLE OWNERSHIP ☐ B. PARTNERSHIP
- ☐ C. OTHER (EXPLAIN) \_\_\_\_\_
10. GROSS RECEIPTS OF THE FIRM FOR THE LAST THREE YEARS:
- |                   |            |
|-------------------|------------|
| A.1. YEAR         | B.1. GROSS |
| END               | REC        |
| DIN               | FIFT       |
| A.2. YEAR ENDING: | A.3. YEAR  |
| B.2. GROSS        | B.3. GROSS |
| REC               | REC        |
| FIFT              | FIFT       |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING** \_\_\_\_\_

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT**

**I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. A. SIGNATURE \_\_\_\_\_

B. \_\_\_\_\_

D. \_\_\_\_\_

C. TYPED NAME \_\_\_\_\_

D. \_\_\_\_\_

T  
r \_\_\_\_\_

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.001.SUBMISSION OF OFFER**

- (1) An Offeror shall submit an offer which shall include the following:
- a) Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
  - b) Signed SOLICITATION, OFFER, AND AWARD form
  - c) Part I, Section B, PRICE SCHEDULE
  - d) Part I, Section B, Contractor's Breakdown
  - e) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
  - f) Part IV, Section K, Business Declaration Form
  - g) Part IV, Section M, Technical Proposal addressing all aspects of the evaluation criteria.

**L002. SOLICITATION QUESTIONS**

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Alex Seguin, Contract Specialist, 1601 Lind Avenue S.W., Renton WA 98057 or alex.seguin@faa.gov. **Telephonic requests will not be accepted.** The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**L003. SUBMISSION OF PROPOSAL**

*Directions for submitting proposal:*

Mail or hand-carry proposal to:

Federal Aviation Administration  
 Attn: Alex Seguin  
 1601 Lind Ave. S.W.  
 Renton WA 98057

**PROPOSALS ARE DUE NO LATER THAN 4:00 PM PDT ON April 29, 2010. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

**3.1-1**

**Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.2.2.3-1</b>	<b>False Statements in Offers</b> (July 2004)
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals</b> (July 2004)
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests</b> (July 2004)
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer</b> (July 2004)
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals</b> (July 2004)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-17</b>	<b>Preparing Offers</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (February 2009)
<b>3.2.2.3-19</b>	<b>Contract Award</b> (July 2004)
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number</b> (April 2006)

**3.2.2.3-63 Site Visit (Construction)** (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

**(b) A site visit will be held:**

**Thursday, April 15, 2010 at 1:00 PM local time.**

**Meet at 1140 Aviation Drive, Provo, UT 84601. The meeting will start at the Airport Fire Station/Managers/Operations Building. If you have trouble finding the site visit location, contact Susan Bertram at (206) 450-3493.**

(End of provision)

**3.2.4-1 Type of Contract** (April 1996)

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or



(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **PART IV - SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government is seeking offers which provide the best combination of attributes and price in order to select the best value or “best buy” offer. Therefore, award may be made to other than the lowest priced offer based on the criteria listed below as previously provided through the SIR.**

#### **M002. TIERED EVALUATION OF PROPOSALS**

A tiered evaluation of offers will be used in this source selection. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received. Once offers are received the FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier, combining offers from all previously considered tiers until award can be made. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged business (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA’s 8(a) program.
- b) Service-disabled veteran owned small business (SDVOSB).
- c) Very small business.
- d) Small business.
- e) Other-than small business

#### **M003. EVALUATION CRITERIA**

Prospective offerors are required to submit a qualifications proposal as discussed herein. Proposals will be technically evaluated as either "Exceptional", "Good", "Acceptable", "Marginal", or "Unacceptable" on the basis of the following criteria.

##### **1. Experience & Past Performance**

- Successful completion of construction projects of equal or greater complexity and size within the last five years.

##### **2. Key Personnel**

- Project Manager and Site Superintendent qualifications: Each individual shall have a minimum of 7 years experience at their positions and a minimum of 8 jobs of equal or greater complexity and size.

**3. Company Resources**

- Demonstration of adequate resources to include equipment to be used for this project.

**M004. CONSIDERATION OF PRICE**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. Criteria elements #1 and #2 are significantly more important than price. Therefore award may be made to other than the lowest priced offeror when the IPT determines that the technical criteria outweighs the price advantage.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.